



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, MND, MNR, OPC

Introduction

This hearing dealt with cross applications. The landlord is seeking an order of possession and a monetary order. The tenant is seeking to have a One Month Notice to End Tenancy for Cause set aside. The landlord participated in the teleconference, the tenant did not. The tenant initiated proceedings by filing first and I therefore am satisfied the tenant was fully aware of the date and time of this hearing and the hearing proceeded in her absence. The landlords gave affirmed evidence.

Issues to be Decided

Is either party entitled to any of the above under the Act, the regulation or the tenancy agreement?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about July 1, 2013. Rent in the amount of \$500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$250.00. The landlord stated that the tenancy agreement included a “no smoking and no pets” clause. The landlord stated that he has a serious heart condition and cannot be exposed to smoke on a regular basis. The landlord stated that he received complaints from neighbors in regards to the tenant’s dog. The landlord stated that he asked the tenant on numerous occasions to stop smoking and to get rid of the dog only to be threatened by the tenant.

The landlord stated that the tenant has called the police stating that the landlords' were harassing her. The landlords stated that they have become fearful of the tenant and her dog and no longer use their own backyard for fear of confrontation with the tenant. The landlords stated that they are in their 70's and have fear of living in their own home. The landlords stated that the tenant has not paid rent for the months of August and September.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for cause. The landlord provided documentation, testimony and witness statements to support his claim. The tenant chose not to participate in this hearing or provide documentation for consideration. Based on the undisputed evidence of the landlord and in the absence of any evidence from the tenant I find that the One Month Notice to End Tenancy for Cause dated July 20, 2013 is of full effect and force. The effective date as stated on the notice is August 21, 2013 however the Act self corrects the end of tenancy date to August 31, 2013. This tenancy is terminated.

The landlord has been successful in their application.

The tenant's application is dismissed in its entirety without leave to reapply.

The landlord also sought a monetary order for unpaid rent. The landlord was premature in that application as they have yet to serve the required notice to the tenant in that regard; accordingly I dismiss the landlords' monetary claim for unpaid rent with leave to reapply.

The landlord is entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$50.00 from the security deposit in satisfaction of that claim.

Conclusion

The landlord is granted an order of possession and to retain \$50.00 from the security deposit.

The tenants' application is dismissed in its entirety without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 09, 2013

Residential Tenancy Branch

